

## **MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and executed this \_\_\_\_ day of November 2016 by and between the City of Hoboken (the "City") and the Hoboken Local #2 (hereinafter "Union").

### **WITNESSETH:**

**WHEREAS**, the City is the public employer of all patrolmen and detectives of the Hoboken Police Department; and

**WHEREAS**, the Union represents for the purposes of collective negotiations all patrolmen and detectives excluding the ranks of Sergeant, Lieutenant and Captain as referenced in the Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2013 (hereinafter "Agreement"); and

**WHEREAS**, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Union members from January 1, 2014, through December 31, 2017; and

**WHEREAS**, the parties wish to memorialize those terms and conditions of employment governing the parties' labor relations for the aforesaid period of time.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008 through December 31, 2013 shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2014 through December 31, 2017, *nunc pro tunc*.
3. The base salary costs for each step of the salary guides shall be increased by the following amounts.
  - a. 2% effective January 1, 2014;
  - b. 2% effective January 1, 2015;
  - c. 2% effective January 1, 2016; and
  - d. 2% effective January 1, 2017.
4. Retro payments shall be made within a reasonable period of time.
5. Any employees hired on or after November 15, 2016, shall not be entitled to longevity. Therefore Article XIX – Longevity of the parties Agreement shall be amended to provide that "Any employee hired on or after November 15,

2016, shall not be entitled to Longevity. Employees hired on or before November 14, 2016, shall be paid Longevity according to the following schedule:" The remainder of the article shall be left unchanged.

6. Effective January 1, 2017, all officers assigned to the Investigative Bureau as detectives shall receive an annual \$5,000 stipend which shall not be considered part of base salary for overtime, pension or any other purpose. Officers assigned to the position of detective shall not be entitled to the stipend for the first 90 days of the employee's assignment. The first 90 days of an employee's assignment to the position of detective shall be considered probationary and if the employee completes the probationary period, the employee shall thereafter be entitled to receive the stipend which shall be paid on a biweekly basis as part of the employee's regular paycheck for the duration of the assignment. The parties also recognize and agree that the Chief has complete discretion as to which employees are assigned as detective(s) and the Chief may at any time remove an employee from the detective assignment with or without cause.

7. ARTICLE XXXIV – OUTSIDE EMPLOYMENT, Section 3 shall be amended to read as follows:

Effective on execution of this Agreement, the hourly rate for the Outside Employment Program (O.E.P.) to be paid by a contractor shall be \$80.00 per hour, subject to the following.

- a. The City shall retain \$10.00 per hour from the initial O.E.P. billing rate of \$80.00 per hour for administrative overhead and necessary accounting purposes.
- b. Police Officers shall receive \$70.00 per hour of which \$5.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the P.B.A.'s Good and Welfare Fund.
- c. The employee's final gross hourly wage for O.E.P. shall be \$65.00 per hour and paid through the City's finance/payroll department, after all above mentioned deductions are made.
- d. The outside contractor shall pay to the officer overtime at the rate of time and one half (\$120.00 per hour) for all hours worked beyond an

*mm*

initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or P.B.A. from this overtime rate of pay.

8. ARTICLE XXVIII-SICK LEAVE, Section 2, shall be amended to read as follows: Effective January 1, 2017, the City shall provide a sick leave incentive program as follows:

\$1,000 no occurrence of illness between January 1 and June 30

\$1,000 no occurrence of illness between July 1 and December 31.

Any "occurrence of illness" shall be defined as being absent from work due to illness from the time the employee reports the illness until he/she returns to work. Time off in accordance with Article III "Time Off" shall not apply as an occurrence of illness. Further, workers compensation time off with full pay as a deduction from the sick leave incentive clause, shall be prorated, excluding absences for on the job injuries totaling less than fourteen (14) calendar days. Officers with fifteen (15) or more days out of work due to injury will have their sick incentive pay reduced by an amount determined as follows: the bonus to which they are entitled above, divided by 183, times the number of injury dates in excess of fifteen (15).

9. ARTICLE XXVIII -SICK LEAVE, Section 3, shall be amended to read as follows:

Incentive pay shall be paid during the month of July for incentive earned between January 1 and June 30.

Incentive pay shall be paid during the month of January of the following year for incentive earned between July 1 and December 31 of the previous year.

No employee shall receive more than \$2,000 incentive pay in any calendar year (\$1,000 paid in January and \$1,000 paid in July).

10. Grievance procedural steps shall be revised to reflect 7 business days at each step. Article VIII, entitled "Grievance Procedure", under Step 1, replace "filed" with "raised at Step 1." Define a "business day" as "any day that is not a Saturday, Sunday, or legal holiday." Under Step 4, correct typo to read "Step 3" instead of "Step 2."
11. The attached policies for Sick Leave, On-duty injury, and Time off policy shall be incorporated into the Agreement.

*MM*

12. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
13. The Union conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the City for approval.
14. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

ATTEST:

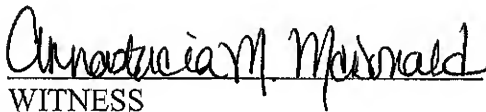
City of Hoboken

  
WITNESS

  
\_\_\_\_\_

ATTEST:

Hoboken Local #2

  
WITNESS

  
MARC MARSI  
\_\_\_\_\_



INTRODUCED BY: OP  
SECONDED BY: John J.

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO  
ENTER INTO A MEMORANDUM OF AGREEMENT WITH  
HOBOKEN LOCAL #2 (PBA) UNION**

WHEREAS, the City of Hoboken by and through the Mayor, Corporation Counsel, and Business Administrator have engaged in negotiations on behalf of the City with Hoboken Local #2 (PBA) Union; and,

WHEREAS, the terms resulting from said negotiations have been memorialized in a Memorandum of Agreement between the parties, which is attached hereto and incorporated by reference; and,

WHEREAS, the City of Hoboken, by the Mayor, Corporation Counsel, and Business Administrator recommend that the terms memorialized in the attached Memorandum of Agreement be accepted by the City Council of the City of Hoboken.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the City of Hoboken is hereby authorized to enter into the attached Memorandum of Agreement with Hoboken Local #2 (PBA) Union; and:

1. The above recitals are incorporated as if fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.

Meeting date: December 7, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ram6s, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:

  
STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: DEC 07 2016

  
CITY CLERK

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this \_\_\_\_ day of November 2016 by and between the City of Hoboken (the "City") and the Hoboken Local #2 (hereinafter "Union").

### WITNESSETH:

WHEREAS, the City is the public employer of all patrolmen and detectives of the Hoboken Police Department; and

WHEREAS, the Union represents for the purposes of collective negotiations all patrolmen and detectives excluding the ranks of Sergeant, Lieutenant and Captain as referenced in the Collective Bargaining Agreement covering the period January 1, 2008 through December 31, 2013 (hereinafter "Agreement"); and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Union members from January 1, 2014, through December 31, 2017; and

WHEREAS, the parties wish to memorialize those terms and conditions of employment governing the parties' labor relations for the aforesaid period of time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008 through December 31, 2013 shall remain in full force and effect, except as expressly modified herein.
2. The terms of the new Agreement shall cover January 1, 2014 through December 31, 2017, *nunc pro tunc*.
3. The base salary costs for each step of the salary guides shall be increased by the following amounts.
  - a. 2% effective January 1, 2014;
  - b. 2% effective January 1, 2015;
  - c. 2% effective January 1, 2016; and
  - d. 2% effective January 1, 2017.
4. Retro payments shall be made within a reasonable period of time.
5. Any employees hired on or after November 15, 2016, shall not be entitled to longevity. Therefore Article XIX -- Longevity of the parties Agreement shall be amended to provide that "Any employee hired on or after November 15,

2016, shall not be entitled to Longevity. Employees hired on or before November 14, 2016, shall be paid Longevity according to the following schedule:" The remainder of the article shall be left unchanged.

6. Effective January 1, 2017, all officers assigned to the Investigative Bureau as detectives shall receive an annual \$5,000 stipend which shall not be considered part of base salary for overtime, pension or any other purpose. Officers assigned to the position of detective shall not be entitled to the stipend for the first 90 days of the employee's assignment. The first 90 days of an employee's assignment to the position of detective shall be considered probationary and if the employee completes the probationary period, the employee shall thereafter be entitled to receive the stipend which shall be paid on a biweekly basis as part of the employee's regular paycheck for the duration of the assignment. The parties also recognize and agree that the Chief has complete discretion as to which employees are assigned as detective(s) and the Chief may at any time remove an employee from the detective assignment with or without cause.
7. ARTICLE XXXIV – OUTSIDE EMPLOYMENT, Section 3 shall be amended to read as follows:

Effective on execution of this Agreement, the hourly rate for the Outside Employment Program (O.E.P.) to be paid by a contractor shall be \$80.00 per hour, subject to the following.

- a. The City shall retain \$10.00 per hour from the initial O.E.P. billing rate of \$80.00 per hour for administrative overhead and necessary accounting purposes.
- b. Police Officers shall receive \$70.00 per hour of which \$5.00 shall be deducted from the gross hourly wage, by the City, as agreed by the membership and forwarded in quarterly installments to the P.B.A.'s Good and Welfare Fund.
- c. The employee's final gross hourly wage for O.E.P. shall be \$65.00 per hour and paid through the City's finance/payroll department, after all above mentioned deductions are made.
- d. The outside contractor shall pay to the officer overtime at the rate of time and one half (\$120.00 per hour) for all hours worked beyond an

*mm*



initially 8-hour scheduled job. There shall be no additional monies added or subtracted or retained, by the City or P.B.A. from this overtime rate of pay.

8. ARTICLE XXVIII-SICK LEAVE, Section 2, shall be amended to read as follows: Effective January 1, 2017, the City shall provide a sick leave incentive program as follows:

\$1,000 no occurrence of illness between January 1 and June 30

\$1,000 no occurrence of illness between July 1 and December 31.

Any "occurrence of illness" shall be defined as being absent from work due to illness from the time the employee reports the illness until he/she returns to work. Time off in accordance with Article III "Time Off" shall not apply as an occurrence of illness. Further, workers compensation time off with full pay as a deduction from the sick leave incentive clause, shall be prorated, excluding absences for on the job injuries totaling less than fourteen (14) calendar days. Officers with fifteen (15) or more days out of work due to injury will have their sick incentive pay reduced by an amount determined as follows: the bonus to which they are entitled above, divided by 183, times the number of injury dates in excess of fifteen (15).

9. ARTICLE XXVIII -SICK LEAVE, Section 3, shall be amended to read as follows:

Incentive pay shall be paid during the month of July for incentive earned between January 1 and June 30.

Incentive pay shall be paid during the month of January of the following year for incentive earned between July 1 and December 31 of the previous year.

No employee shall receive more than \$2,000 incentive pay in any calendar year (\$1,000 paid in January and \$1,000 paid in July).

10. Grievance procedural steps shall be revised to reflect 7 business days at each step. Article VIII, entitled "Grievance Procedure", under Step 1, replace "filed" with "raised at Step 1." Define a "business day" as "any day that is not a Saturday, Sunday, or legal holiday." Under Step 4, correct typo to read "Step 3" instead of "Step 2."

11. The attached policies for Sick Leave, On-duty injury, and Time off policy shall be incorporated into the Agreement.

MM

12. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
13. The Union conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the City for approval.
14. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the City, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

City of Hoboken

\_\_\_\_\_  
WITNESS

ATTEST:

Hoboken Local #2

Christopher M. Marshall  
WITNESS

MARC MARSE

MM